

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MICHAEL SCOTT,	:	
	:	
Plaintiff,	:	03 Civ- 4144 (ILG)(LB)
	:	
-against-	:	Stipulation of Settlement
	:	and Order of Dismissal
FRANCOIS THEBAUD, M.D.	:	
	:	
Defendant.	:	
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WHEREAS, plaintiff, Michael Scott, filed a complaint (“complaint”) in 2003, alleging that defendant had violated plaintiff’s rights during plaintiff’s incarceration in the New York State Correctional Services system; and

WHEREAS, defendant answered the complaint and denied all allegations that his conduct violated plaintiff’s constitutional or other rights; and

WHEREAS, the parties are interested in resolving the issues alleged in the complaint in the above-captioned action (“Action”), and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to the Action is an infant or incompetent person; and

WHEREAS, the parties to the Action are desirous of discontinuing this litigation without the need for trial and without admitting any wrongdoing on the part of defendant;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the parties and/or their respective counsel as follows:

1. The parties hereby agree that the Action is dismissed and discontinued with prejudice. In consideration for the settlement payment to be made as embodied below, parties hereby agree to enter into – simultaneously with the entry of the instant stipulation – a separate stipulation of dismissal with prejudice as to the separate action captioned Michael Scott v. State of New York, Claim No. 108811 (S. Michael Nadal, J).

2. Defendant shall pay to plaintiff the sum of \$400,000.00, in full satisfaction of any and all claims for relief in this Action. Payment shall be made in a check in the amount of \$400,000.00, and shall be made payable to plaintiff and delivered to the correctional facility in which plaintiff is incarcerated in his inmate facility/departmental account. In the event that plaintiff is no longer incarcerated at time of payment, payment shall be made payable to plaintiff's counsel, Christian Siebott, Esq. and delivered to Bernstein Liebhard & Lifshitz, LLP, 10 East 40th Street, New York, New York 10016.

3. In consideration of the payment of the sum recited in paragraph #2 above, the plaintiff, Michael Scott, hereby releases and discharges the defendant and any and all current or former employees or agents of New York State or the New York State Department of Correctional Services, in their individual and official capacities, and their heirs, executors, administrators and assigns, and the State of New York and its agencies, including, without limitation, the New York State Department of Correctional Services, from any and all claims, liabilities and causes of action asserted in, or which could have been asserted in, this Action, or which relate to or arise out of this Action, or

any of the incidents alleged in the complaint herein or which plaintiff or plaintiff's representatives, heirs or assigns ever had, now has or hereafter shall or may have for, upon, or by reason of any other matter, cause or thing whatsoever from the beginning of the world to the date of this stipulation and order.

4. Nothing in this Stipulation of Settlement shall be construed as an admission or acknowledgment of liability whatsoever by defendant or the New York State Department of Correctional Services regarding any of the allegations made by the plaintiff in his complaint.

5. Payment of the amount recited in paragraph #2 above is subject to the approval of all appropriate New York State officials in accordance with the provisions for indemnification under Section 17 of the New York Public Officers Law. The provisions of Chapter 62 of the Laws of 2001 may be applicable to payments by defendants hereunder. Plaintiff and plaintiff's counsel agree to execute and deliver to counsel for defendant all necessary or appropriate vouchers and other documents requested with respect to such payment.

6. Subject to the provisions of the foregoing paragraphs, in the event payment of the amount recited in paragraph #2 above is not made within one hundred and twenty (120) days after the receipt by defendant's counsel from plaintiff of a copy of the fully executed So-ordered Stipulation of Settlement as entered by the Court, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the one hundred and twenty-first day after receipt by

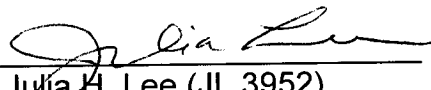
defendant's counsel of a copy of the fully executed So-ordered Stipulation of Settlement.

7. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose, except in an action or proceeding to enforce this Stipulation of Settlement.

8. This Stipulation of Settlement and Order of Dismissal embodies the entire agreement of the parties in this matter and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceedings, shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

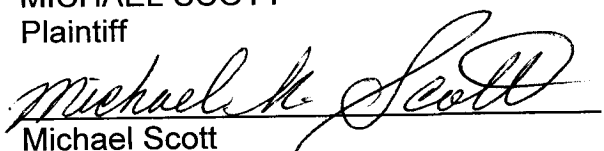
Dated: New York, New York
8/17, 2006

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State of New York
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By: Julia H. Lee (JL 3952)
Assistant Attorney General
(T) 212-416-6234

Date: Romulus, New York
, 2006

MICHAEL SCOTT
Plaintiff

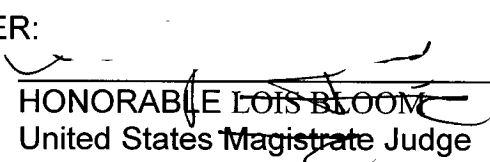
By: 
Michael Scott

Date: New York, New York
8/17, 2006

By: 
CHRISTIAN SIEBOTT (CS 1327)
Attorney for Plaintiff
Bernstein Liebhard & Lifshitz, LLP
10 East 40th Street
New York, New York 10016
(212) 271-8206

IT IS SO ORDERED:

Dated: Brooklyn, New York
Aug 30, 2006

ENTER:  USDJ
HONORABLE LOIS BLOOM
United States Magistrate Judge